

**MEMORANDUM OF UNDERSTANDING BETWEEN
(JAINAM HEALTH SERVICES LTD)
AND**

HEALTH SERVICE PROVIDER

This Agreement is made _____, between '**JAINAM HEALTH SERVICES LTD.**', a company, having its Head Office at A-205, Sani Shopping Centre, Opp. Station, Jogeshwari(West), Mumbai – 400102. hereinafter referred to as JAINAM HEALTH (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees)

And

_____ having its Head Office hereinafter referred to as **HEALTH SERVICE PROVIDER HSP** (which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors or assignees).

WHEREAS, JAINAM HEALTH is a Healthcare Service Organization providing various health related services to their clients which includes amongst them insured individuals and groups, corporate, self funded groups, foreign travelers and insurance companies and for this purpose JAINAM HEALTH has created a network of service providers .

JAINAM HEALTH has approached the HSP to give medical and diagnostic services (of which they are capable of) to the beneficiaries at a reasonable cost; and the expenses of which will be settled by JAINAM HEALTH.

The HSP agrees to provide the necessary services on the terms and conditions, herein after appearing:

▪ **SCOPE OF SERVICES**

1. HSP will be responsible for providing its services such as, conducting health check-ups of individuals, pre-insurance policy medical checkups, pre-employment health check-ups ,regular and annual health check-ups of the Proposer that includes Medical Examination, ECG, Pathological & Radiological Tests, TMT and any other tests as and on specified by Insurance Company or Jainam Health.HSP shall provide the following services on production of a health card or health Voucher or by telephonic intimation from Jainam Health.

2. HSP shall transmit the data, reports in the specified format as forwarded by JAINAM HEALTH and strictly as per the guidelines laid down by JAINAM HEALTH and further should retain such data for next 3 months, from the date of reporting without tampering the same.
3. HSP shall maintain utmost data confidentiality of such data and shall not share the same with any third party unless and otherwise authorized by JAINAM HEALTH.
4. HSP shall maintain Turn Around Time (TAT) as agreed by them and should inform JAINAM HEALTH within 48 hours about any changes in Facility, Personnel and Address that they undergo.
5. HSP shall give discounts of 20% to Jainam Health card holders on all procedures/tests.

▪ **MEDICAL HEALTH CHECK-UPS**

1. JAINAM HEALTH will inform Proposer/member about HSP (Hospital / Diagnostic Centre) and their details.
2. HSP will be required to inform Proposer/member about pre-requisition if any for the test to be conducted.
3. The HSP will verify the identity (by means of Photo ID Card / Voter's ID / Employee ID Card or any other valid identity proof) of the Proposer/member before providing the listed services, which is MANDATORY during the first and consecutive, visits thereafter. The ID slip should be signed by both client and examining doctor. The services should be rendered only when the member provides the membership card or voucher or intimation through phone/fax/email from Jainam Health.
4. When the reports are ready HSP shall inform JAINAM HEALTH through telephone / fax / email. The medical reports should be delivered to JAINAM HEALTH by courier / in-person on the same day of medical appointment to maintain TAT (Turn Around Time).

• **BILLS AND PAYMENTS**

1. HSP shall not ask the proposer for any payments for the listed and authorized services rendered to him / her, unless specifically mentioned by JAINAM HEALTH to collect the same from Proposer.
2. JAINAM HEALTH shall make all payments in respect of the Final Bills directly to the HSP within the mutually agreed period of 30 days.

3. HSP shall charge according to the tariff mutually agreed upon and approved by JAINAM HEALTH.

4. Payments shall be made after deduction of taxes at source and other service charges if any.

▪ **QUALITY OF SERVICE**

1. The provider shall ensure delivery of the highest quality standards and shall strictly adhere to all medical and ethical practices.

2. The HSP will be held responsible for any errors / omissions related to procedures, processes and / or methodologies pursued by them, in providing Health / Medical Services. Any discrepancy or missing information in the medical report will be treated as IRREGULARITIES and hence attract deduction from test charges payable for the same. (This also includes late dispatch of medical reports from the provider)

▪ **COMMENCEMENT & TERMINATION OF THIS AGREEMENT**

1. The agreement will commence from the date on which it is signed and will remain in force for the thirty six months.

2. After completing of thirty six months of agreement, Quality review for the particular HSP will be done and thereby the agreement will be further extended.

3. The Agreement may be terminated by any of the parties by giving one-month prior written notice to the other party. However if there is any contract which has to be serviced the HSP shall complete rendering of all such services committed prior to the serving of termination, without exception unless and otherwise instructed by JAINAM HEALTH.

• **IN CASE OF ANY DISPUTE AND ARBITRATION**

a) If any dispute or difference of any kind whatsoever shall arise between Jainam Health and that the HSP in connection with or arising out of this MOU (and whether before or after the termination or breach of this MOU) the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

b) In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable single Arbitrator or, upon the failure Jainam Health and that the HSP agree upon a single Arbitrator, within a period of ten (10) days, each Party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator

who shall act as the presiding arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Mumbai.

- c) The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by Jainam Health and that the HSP of their respective obligations pursuant to this agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

Notwithstanding anything contained herein, Jainam Health and that the HSP shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this Agreement to seek an injunctive or any other specific relief and the Courts in Mumbai shall have exclusive jurisdiction on any matter arising out of this Agreement.

By signing below each party agrees to the terms of this agreement.

HEALTH SERVICE PROVIDER

NAME OF HEALTH SERVICE PROVIDER:

Address:

Sign. _____

Date: _____

SEAL: _____

JAINAM HEALTH SERVICES. LTD

Address: A-205, Sani Shopping Centre, Opp. Station, Jogeshwari(West), Mumbai – 400102 *Tel No:* 8080244144 *Fax :* 8080255233.

Sign.: _____

Date: _____

SEAL: _____